

1/1/92 - Special Board Meeting

369 RATIFIES TENTATIVE SETTLEMENT WITH CSEA
(PRUSINOWSKI)

Councilperson Prusinowski offered the following resolution,
which was seconded by Councilperson Stark (STARK).

WHEREAS, the attached Stipulation of Agreement has been presented to the Town Board of the Town of Riverhead as an agreement which has been ratified by CSEA; and

WHEREAS, the attached Stipulation of Agreement has been recommended by the Town's negotiating committee for ratification by the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board ratifies the attached tentative settlement with the CSEA which was ratified by the CSEA on June 5, 1992; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Wm. Vitollo, President, CSEA.

The vote: Gilliam, yes; Creighton, yes; Stark, yes; Prusinowski, yes;
Janoski, yes. 5 yes.

The resolution was thereupon duly declared adopted.

RAINS & POGREBIN, P. C.

210 OLD COUNTRY ROAD

MINEOLA, NY 11501

(516) 742-1470

ITAIHAWSE POGREBIN
JOHN J. BAKER
KIMMEL & SINGEL
ADELPHI & BRAD
JACOB A. TILMAN
DAVID M. WINE
ARIST. PASOLICA
LARRY C. BUCKER
THOMAS J. LUCKERMAN
HERB. J. BILL WINKLER
MICHAEL J. WISS
ALAN M. BISHARZ
RICH. M. JENSON
JOHN I. BAKER
ANNE C. BAKER
GARY M. BISHARZ
ALAN M. BISHARZ
MICHAEL J. LUKERMAN
ALAN M. BISHARZ
ALAN M. BISHARZ
ALAN M. BISHARZ
ALAN M. BISHARZ

NEW YORK OFFICE
375 PARK AVENUE
NEW YORK, NY 10022
(212) 660-3800
CABLE ADDRESS: RAINSLAW
TELECOPIER: (516) 742-1473
- ESTCHESTER, ROCKLAND,
PUTNAM AND ORANGE
COUNTIES
(914) 666-6144
OF COUNSEL
HARRY H. RAINS

April 7, 1992

NOTE: THIS LETTER AND ITS CONTENTS ARE NOT
TO BE REVEALED TO ANY THIRD PARTY WITHOUT
PRIOR WRITTEN AGREEMENT FROM THE TOWN OF
RIVERHEAD OR ITS NEGOTIATORS

BY TELEFAX AND REGULAR MAIL

Harold Krangle
CSEA
1400 Vanderbilt Motor Parkway
Hauppauge, NY 11787

Re: Riverhead CSEA Negotiations

Dear Harold:

Here is the revised proposed Stipulation of Settlement
for the Riverhead CSEA negotiations. As we have discussed, the
Town Board has authorized me to make this offer to you with the
explicit understanding that it will be approved by your negotiat-
ing team and brought immediately to your membership for their
approval.

The enclosed Stipulation includes the following changes
from the Stipulation dated January 10, 1992, that was rejected by
the CSEA:

1. All references to the elimination of summer hours have
been deleted.
2. The Town's two-part health insurance offer, made to
your team on March 5, 1992, has been added (freezing
employee contributions to the Lawrence Plan at 12/31/91
levels during the period 1/1/92 - 12/31/92, and reopen-
ing the window period for changing health insurance
plans until May 1, 1992).

Harold Krangle
April 7, 1992
Page 2

3. The CSEA's request for a 90 day notice in the disability benefit clause has been added.
4. CSEA's request for a commitment by the Town that its drug and alcohol plan will follow all applicable federal and state mandates has been added, along with a provision requiring an election of remedies.
5. We have agreed, with some modifications, to CSEA's request for reincorporation into the contract of layoff protections for employees not in the competitive class. We believe the proposed language will continue the expired contract's protections for those employees, will conforming those protections to legal rights, restrictions and requirements.

On behalf of the Town, I truly hope that this proposal will be quickly accepted by your team and ratified by your membership. It represents and demonstrates tremendous (and final) movement by the Town on the issues that have been consistently identified by your team as obstacles to a settlement.

If you have any questions, please let me know.

Very truly yours,

RAINS & POGREBIN, P.C.



Richard K. Zuckerman

KKZ:jm
Enc.

MISNUMBERED PAGE

MISNUMBERED PAGE

Apr 07, 92 12:12 P.04

NOTE: THIS DOCUMENT AND ITS CONTENTS ARE
NOT TO BE REVEALED TO ANY THIRD PARTY
WITHOUT PRIOR WRITTEN AGREEMENT FROM THE
TOWN OR ITS NEGOTIATORS

STIPULATION OF AGREEMENT made and entered into this ___
day of April, 1992, by and between the negotiating committee for
the Town of Riverhead ("the Town") and the CSEA, Inc., Local
1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local # 852
("the CSEA").

WHEREAS, the parties have engaged in negotiations in
good faith in an effort to arrive at a successor agreement to a
contract that expired on December 31, 1990, and;

WHEREAS, the parties have arrived at a tentative
agreement;

NOW, THEREFORE, in consideration of the mutual
covenants contained herein, the parties heraby stipulate and
agree as follows:

1. The provisions of this stipulation are subject to
ratification by the ~~respective parties to the contract~~.
KK Town Board. (12)
2. The ~~respective negotiating committees~~ agree to
recommend this stipulation for ratification.
Town's (12) KK
3. A copy of this original document has been furnished
to representatives of the CSEA.
4. All proposals not covered herein made by either
party during the course of negotiations shall be deemed dropped.
5. The provisions of the prior agreement shall be
carried forward except as modified below.

1a. Subject to the terms of Paragraph 1
above, this stipulation is binding on both parties,
in accordance with the Taylor Law and in particular,
Section 204 of the Civil Service Law. *HK*

NOTE: THIS DOCUMENT AND ITS CONTENTS ARE
NOT TO BE REVEALED TO ANY THIRD PARTY
WITHOUT PRIOR WRITTEN AGREEMENT FROM THE
TOWN OR ITS NEGOTIATORS

STIPULATION OF AGREEMENT made and entered into this ___
day of April, 1992, by and between the negotiating committee for
the Town of Riverhead ("the Town") and the CSEA, Inc., Local
1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local # 852
("the CSEA").

WHEREAS, the parties have engaged in negotiations in
good faith in an effort to arrive at a successor agreement to a
contract that expired on December 31, 1990, and;

WHEREAS, the parties have arrived at a tentative
agreement;

NOW, THEREFORE, in consideration of the mutual
covenants contained herein, the parties hereby stipulate and
agree as follows:

1. The provisions of this Stipulation are subject to
ratification by the ~~respective parties to the contract.~~
Town Board, HK
2. The ~~respective~~ *Town's HK* negotiating committee agrees to
recommend this Stipulation for ratification.
3. A copy of this original document has been furnished
to representatives of the CSEA.
4. All proposals not covered herein made by either
party during the course of negotiations shall be deemed dropped.
5. The provisions of the prior Agreement shall be
carried forward except as modified below.

HK → 1a. Subject to the terms of Paragraph 1
or, this Stipulation is binding on both parties,
in accordance with the Taylor Law and in particular,
Section 204 of the Civil Service Law.

4/7/92

6. Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement.

7. Unless otherwise noted, all changes shall be prospective from the signing of the contract.

8. ARTICLE XIV (2). Revise to read, "Effective January 1, 1991, each step on the 1990 salary schedules shall be increased by 3%, with no advancement of steps or groups from where each employee was found on December 31, 1990, except for employees on Step P." The salary schedules are attached hereto.

9. ARTICLE XIV (3). Revise to read, "Effective January 1, 1992, each step on the 1991 salary schedules shall be increased by 2%. Effective July 1, 1992, each step on the January 1, 1992 salary schedules shall be increased by an additional 2%. There shall be no advancement of steps or groups from where each employee was found on December 31, 1990, except for employees on Step P." The salary schedules are attached hereto.

10. AGREEMENT. Change "RIVERHEAD UNIT OF THE SUFFOLK LOCAL #852, LOCAL 1000, CIVIL SERVICE EMPLOYEES ASSOCIATION, AFSCME, AFL-CIO" to "CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, RIVERHEAD UNIT OF THE SUFFOLK LOCAL #852."

11. ARTICLE II (1). Change "Riverhead Unit of the Suffolk Local #852, Local 1000, Civil Service Employees Association, AFSCME, AFL-CIO" to "Civil Service Employees

4/7/92

Association, Inc., Local 1000, AFSCME, AFL-CIO, Riverhead Unit of the Suffolk Local #852."

12. ARTICLE II (1). Insert "and the Riverhead Superior Officers Police Benevolent Association" at the end of the first sentence.

13. ARTICLE III (1)(a). Change "i.e." to "e.g."

14. ARTICLE III (1)(b). Change "i.e." to "e.g."

15. ARTICLE III (4)(e). Delete "sole."

16. ARTICLE III (7). Revise to read: "Military leaves of absence shall be granted in accordance with law."

17. ARTICLE III (8). Revise the first two sentences to read: "Employees will be paid their regular salary minus jury duty fees while performing jury service upon documentary proof being filed with the Town Supervisor."

18. ARTICLE III (8). Add: "Employees shall request that they be placed 'on call' for jury service, where available."

19. ARTICLE IV (2). Change "Permanent employees" to "Permanent full-time employees."

20. ARTICLE IV (6). Delete the last sentence.

21. ARTICLE V (4). Clarify that the example of a chronic abuser of sick leave is only illustrative.

22. ARTICLE X (1). Insert at the end of the third sentence: ", provided, however, that during the period January 1, 1992 - December 31, 1992 only, the employee's contribution shall be frozen at the amount paid by the employee on December 31, 1991."

4/7/92

23. ARTICLE X (5). Insert at the end of the first sentence: "The standard window period for changing health insurance plans shall be reopened effective with the date of ratification by both parties of the 1991-1992 contract and shall reclose on May 1, 1992."

24. ARTICLE XII(2). Amend to read as follows:

2. A. If an employee is injured or assaulted on the job while acting within the scope of the employee's employment and the employee reports same to the Department Head and the Town Supervisor's Office, and the employee has to be absent from work due to said injury or assault, no days shall be deducted from the employee's accumulated sick leave during the duration of such absence, until either the employee applies for reinstatement to full-duty status, a physician determines that the employee is able to return to work, or the employee has received full salary for one (1) year, whichever comes first; provided, however, that if the employee is determined to be permanently disabled, no days shall be deducted until either a final determination on an application for a disability pension, a physician determines that the employee is able to return to work, or the employee has received full salary for two (2) years, whichever comes first. The Town will notify the employee ninety (90) days before the end of the two (2) year period that said period is about to expire. If an employee receiving full salary receives a compensation check for lost time due to a compensable injury, the employee shall endorse the check over to the Town.

4/7/92

B. Upon the Town's request, an employee's fitness to serve will be evaluated by a physician selected by the Town, provided, however, that the examination shall be conducted in a place in Suffolk County not further west than the western boarder of Brookhaven Town, where it is practicable to do so. The Town shall reimburse the employee for mileage to and from the examination at the then prevailing I.R.S. rate, upon submission by the employee of a form to be prepared by the parties.

25. ARTICLE XII (6)(b). In the last sentence, change "A new full-time employee appointed during the year" to "Employees."

26. ARTICLE XII (9). Change "Friday" to "Thursday."

27. ARTICLE XII (10). Delete the first sentence.

28. ARTICLE XIV. Add new steps "13" and "14" to each salary schedule.

29. ARTICLE XIV (6). In the third sentence, change "shall be waived" to "shall be paid at the employee's pay rate in effect at the time the compensatory time was earned."

30. ARTICLE I. Change "1989" and "1990" to "1991" and "1992."

31. ARTICLE III(9). Delete "as a plaintiff." Also, Insert "and on behalf of the Town" after "defendant or witness."

32. ~~DRUG AND ALCOHOL TESTING~~. The Town's revised proposal to implement procedures for drug and alcohol testing shall be referred to the parties' labor/management committee for final consideration and adoption. The parties agree that, in the event that the Town and CSRA representatives on the labor/management

4/7/92

ment committee are unable to reach a final written agreement on these procedures within forty-five (45) calendar days from the date on which the Stipulation of Agreement is ratified by the parties, the Town shall have the right to establish and implement said procedures without further negotiations with the CSEA over the Town's decision to establish and implement said drug and alcohol testing and the impact of said decision. In this event, the Town will incorporate into the procedures a statement that the Town will follow all mandates made applicable to the Town by federal and state law regarding drug and alcohol testing. In addition, the CSEA will agree that an employee can grieve a violation of the policy, or seek other redress, but not do both.

33. ARTICLE VI (1-3). Revise these sections to read as follows:

"1. Competitive Class. Layoff and rehiring rights shall be governed by Civil Service Law Sections 80, 81, 82, 85 and 86 and the Rules and Regulations of the Suffolk County Department of Civil Service.

2. Employees in All Other Civil Service Classes. Subject to applicable provisions of law, and provided the employee to be retained and/or rehired has the ability to perform the work assigned to him/her, layoff and rehire rights shall be governed by the following rules. Seniority shall be computed from the date of employment. Each department shall maintain a seniority list within its department. If layoffs become necessary within a job classification, employees will be laid off by seniority, with provisional employees being laid off first,

4/7/92

by seniority, with provisional employees being laid off first, then probationary employees, and then permanent employees. Before hiring any new employees within a job classification, the available work must first be offered in reverse order of layoff, to employees previously laid off, by sending written notice to the employee by registered or certified mail, return receipt requested, directing him/her to return to work in the department at the appropriate date and time, not fewer than five (5) days from the date of the notice. Failure of the employee to report to work on the date and time specified will constitute an abandonment of the employee's recall rights and shall release the Town from any further obligation to recall the employee."

34. ARTICLE XII (1-2). In the first line of section 1, insert the phrase "full-time, permanent" after "All." Merge section 2 into the end of section 1.

35. ARTICLE XII (6)(a) (UNIFORMS). Insert "not later than December 1 and June 1, respectively" at the end of the first sentence.

36. DRESS CODE (NEW). "The parties agree that each employee shall wear attire appropriate for their job duties and responsibilities. Employees who interact with the public shall not wear shorts, tee-shirts, tank tops, or jeans, unless they receive their supervisor's prior permission to do so."

5/14/92

#32

DRUG AND ALCOHOL TESTING

1. The purpose of this Article is to establish a written procedure for conducting tests of an employee when there is reasonable suspicion that such employee is under the influence of or using illegal controlled substances or alcohol as set forth in paragraph 3 below. An employee will be tested only when reasonable suspicion exists that such test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.

2. The use of illegal controlled substances or alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the Town's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the use of illegal controlled substances and alcohol, procedures to test for the use of illegal controlled substances and alcohol upon reasonable suspicion have been established in this Article.

3. Members of the bargaining unit shall be subject to testing based upon a reasonable suspicion as defined below in this paragraph. Any employee who refuses to submit to testing may be subject to discipline, including discharge.

(a) In determining whether to order a test in a particular case, the Town must balance an employee's reasonable

expectation of privacy from unreasonable intrusions against the
company's interest in assuring the integrity and fitness of its
employees and the safe delivery of its services.

(b) The order to submit to testing must be justified
by a reasonable suspicion that the employee has reported for duty
under influence of illegal controlled substances or alcohol or is
engaging in the possession, use, distribution, or sale of illegal
controlled substances either on or off duty.

(c) While the "reasonable suspicion" standard does not
lend itself to precise definition or mechanical application,
vague or unparticularized or unspecified or rudimentary hunches
or intuitive feelings do not meet the standard.

(d) Reasonable suspicion is the quantum of knowledge
sufficient to induce an ordinarily prudent and cautious person to
act under the circumstances. Reasonable suspicion must be
directed at a specific person and be based on specific and
articulable facts and the logical inferences and deductions that
can be drawn from those facts.

(e) Reasonable suspicion may be based upon, among
other matters: observable phenomena, such as direct observation
of use and/or the physical symptoms of using or being under the
influence of illegal controlled substances such as, but not
limited to slurred speech; disorientation; a pattern of abnormal
conduct or erratic behavior; conduct or behavior which warrants
employer inquiry because of a direct bearing of the mental

5/14/92

faculties of the employee on the health and safety of others;
action(s) inconsistent with normal conduct or behavior; or
information provided either by reliable and credible sources or
which is independently corroborated.

(f) The Town will not test solely on the information
of anonymous sources unless the information is reliable and
credible, or there is corroborative evidence to support the
reliability of that information.

(g) It is intended that where a decision is made to
test, the employee will be given a direct order to submit to the
test, and the Union shall be notified of such order.

4. Urinalysis shall be in accordance with the standards
and procedures incorporated in the U.S. Department of Health and
Human Services Mandatory Guidelines for Federal Workplace Drug
Testing Programs, issued April 11, 1988 and the following:

(a) The employee being tested shall have the right to
an independent analysis of the specimen from a lab of his/her
choice from a list mutually agreed to by the Town and the Union.
The employee shall designate, at the time the specimen is given,
the laboratory, if any, chosen by such employee, and a specimen
shall be provided to that laboratory, as well as to the
laboratory designated by the Town. Copies of all test results
shall be sent to the employee and the Town.

5/14/92

(b) All tests required by the Town will be fully paid for by the Town. The employee shall pay for any tests requested by him or her.

(c) All test results shall be kept confidential except as necessary to implement the terms and conditions of this policy.

(d) The time required of the employee by the Town to take the ordered test shall be considered paid time if it extends beyond the employee's normal work day.

(e) Within ten (10) business days after the test, the employee may file a grievance pursuant to the terms of the parties' collective bargaining agreement. If the grievance is not filed within ten (10) business days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the Town against the employee in connection with which the drug test is used; but in no event shall the employee and/or the Union be able to litigate the issue of "reasonable suspicion" in both proceedings.

5. In the event that test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, such employee may be subject to discipline, including discharge. However, in the first instance of such positive alcohol or drug test, any related disciplinary charges may be suspended in the Town's discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for such illegal

5/14/92

controlled substances or alcohol usage in a program recommended or approved by an Employee Assistance Plan (EAP) previously selected by the Town and the Union, and allows the EAP to provide progress reports to the Town Supervisor's Office. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the recommended program, he or she shall be deemed to have resigned. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random illegal controlled substances and/or alcohol testing, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one year period, the Town may reinstitute the suspended charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved. The record of such charges and their resolution (the charges, the answer, and the Stipulation) shall remain in the employee's file unless the parties otherwise agree.

Dated Riverhead, New York
June 1992
FOR THE TOWN OF RIVERHEAD

FOR THE RIVERHEAD CSEA

William Tuttle
Henry Morgan
John A. Fiske
Paul A. Breen
Harold Krangle CSEA CBS

FOR THE TOWN OF RIVERHEAD

Alfred Zuckerman

FOR THE RIVERHEAD CSEA

William Tuttle
Henry Morgan
David A. Frohe
Paul A. Baker
Harold Krangle CSEA CBS